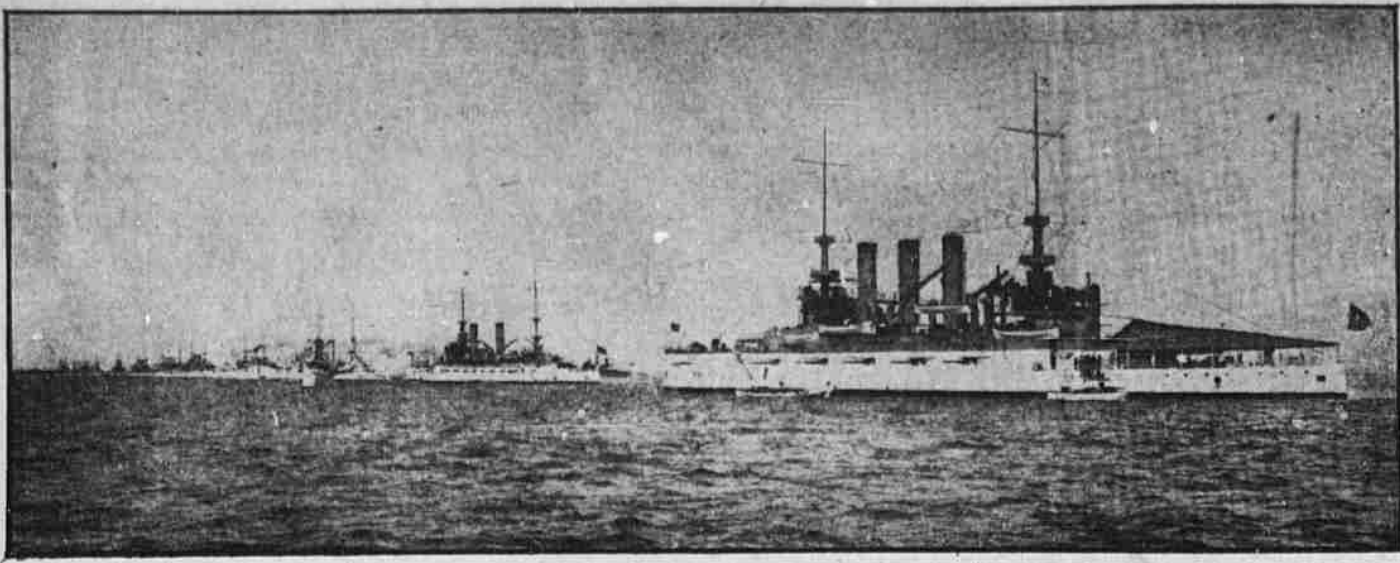


BATTLESHIP FLEET IS ON ITS WAY DRAFT OF NEW LAND AGREEMENT JUST COMPLETED



THE COMING BATTLESHIPS.

Making Ten Knots With Good Weather 85 Miles Out

(Associated Press Cablegrams.)

SAN FRANCISCO, July 8.—A wireless message was received from the fleet at nine o'clock last evening. The battleships were eighty-five miles out and going at ten knots in squadron formation. Fine weather was reported.

SAN FRANCISCO, July 7.—The Atlantic fleet sailed promptly at two o'clock this afternoon for Honolulu, leaving the Nebraska behind on account of scarlet fever on board. She will rejoin the other ships before they leave Honolulu.

The fleet is now actually on the way to Honolulu. Fifteen of the sixteen great vessels sailed out of San Francisco yesterday afternoon and in eight days will be at the entrance to the harbor seeking admission to the Paradise of the Pacific. Honolulu will have an influx of strangers the like of which has never happened before and is not likely to happen soon again. They will come here expecting a welcome which they have been led to believe will be a warm one. The streets leading to town from the wharves are gay with bunting and colored lights to guide the strangers by night. Boat landings have been provided that will accommodate ten thousand men a day and rest stations will be erected along the front by the time the ships arrive to accommodate all that will need them.

An intimate knowledge of the sizes of the vessels about to arrive here is of interest to many in Honolulu and their dimensions are given below.

The First Division is composed of the Connecticut, Kansas, Minnesota and Vermont. All are of 16,000 tons displacement, 450 feet long, 70 feet 10 inches beam, and 24 feet 6 inches draft. They each have a speed of over 18 knots and their main batteries consist of 24 guns.

The Second Division is made up of the Georgia, Nebraska, New Jersey and Rhode Island, all of 14,948 tons displacement, length 435 feet, beam 76 feet 2 inches, and draft 23 feet 9 inches. These boats are a knot faster in the hour than the bigger boats of the first squadron. Their main batteries consist of 24 guns.

The Third Division is made up of the battleships Louisiana of 16,000 tons displacement, her other dimensions being the same as those of the boats in the First Division; Virginia, the same as the other boats of the Second Division, and the Ohio and Missouri, both of 12,500 tons displacement with a length of 388 feet, beam 72 feet 2 inches, draft of 23 feet 7 inches, and 23 feet 11 inches respectively, and the main batteries consisting of 20 guns.

Fourth Division comprises the Wisconsin, Illinois, Kearsarge, and Kentucky, the first two being of 11,552 tons displacement and the last two being 11,520 tons displacement. They each measure 368 feet long, 72 feet 2 inches beam, and 23 feet 6 inches draft. The Wisconsin and Illinois have main batteries of 18 guns while their two smaller companions are carrying 22 guns each in the main batteries.

The fastest boat among the fleet is the Georgia which has a record of speed of 19.26 knots. When fully loaded the draft of the battleships is from two to three feet greater than the mean draft given above.

The auxiliaries are large boats also. The Ajax is of 9250 tons displacement, 387 feet long, 46 feet 6 inches beam. Her draft is 24 feet 8 inches. The supply ship Glacier is of 8325 tons displacement, 353 feet long, 46 feet 1 inch beam, draft of 25 feet 4 inches. The Culgoa is of 6000 tons displacement, 334 feet long, 43 feet beam, and 21 feet 9 inches draft. The Panther is of 3380 tons displacement, 312 feet long, 40 feet 8 inches beam with a draft of 15 feet 9 inches. The hospital ship Relief is of 3300 tons displacement, 299 feet long, 46 feet beam and a draft of 15 feet 10 inches. The Yankton is about the size of the Kinau, being 183 feet long of 975 tons displacement, 27 feet 6 inches beam and with a draft of 13 feet 10 inches. The Arctura is of 5000 tons. She will not accompany the fleet from here but after coaling and watering the other boats will return to the Coast.

The combined tonnage displacement of the battleships and their auxiliaries is 258,114 tons.

BOARD OF EDUCATION TO ASSIGN TEACHERS

The Board of Education has just received the last of the papers in the examinations held for teachers in various parts of the Territory, and they are being marked. When this work is completed and it is known what teachers have passed the examinations and what grades of certificates they have secured, the work of assigning teachers for the ensuing year will begin. The Committee on Teachers will meet frequently for this purpose and when it has completed their work will report it to the board.

A meeting of the board will probably be held next week.

A GOOD SUGGESTION.

Carry a bottle of Chamberlain's Colic, Cholera and Diarrhoea Remedy to your hand luggage when traveling. It can not be obtained on board the train or steamship. You will then be protected against attacks of diarrhoea, which change of water and diet so often bring on. For sale by Benson, Smith & Co., Ltd., agents for H. I.

QUESTION OF ELIGIBILITY OR OF INCOMPATIBILITY

It is asserted that should Dr. Cofer be reappointed president of the Board of Health, those who have objected to his holding that office will seek to raise the question of the incompatibility of this position and that he holds under the United States; and that if it should be held that the two are incompatible, the acceptance of the presidency of the Board of Health will be taken as a resignation of the other.

Should it be held that he has resigned his federal position, it would take an Act of Congress to put him back in the same rank that he now holds.

Governor Frear says that his reappointment is not up for consideration at the present time; that it is probable the question of his eligibility may be referred to the department and by the department to the Attorney General of the United States.

Captain Drew of the R. P. Rithet is receiving the congratulations of his many friends here on his engagement to marry a most estimable young lady of California.

AFONG CASE IS NEARLY ENDED

(From Wednesday's Advertiser.)

The present phase of the Afong case is drawing to a close. The testimony is all in, and argument is nearly concluded.

Frank Thompson, on behalf of the complainant, Mrs. Bessie Burns, occupied the greater part of yesterday with his argument on the law and the facts, concluding his address at 4 o'clock. As to the law, he sought to show that the burden of proof was on the defendants on the present issue to show that the signing of the compromise, which in itself was against the interests of the complainant, was free from undue influence, fraud or misrepresentation. He sought to show that the burden was not on Mrs. Burns to show when the intention to secure her signature by misrepresentation occurred, nor by whom the misrepresentations were made, so long as they were made and resulted in the obtaining of the signature.

Mr. Thompson went carefully through the testimony of the several witnesses, insisting that in all essentials the complainant had substantiated the allegations of fraud and misrepresentation.

The present hearing is on the plea in bar interposed on behalf of Mrs. Afong, by which the compromise which was signed by Mrs. Burns, among others, is set up as a bar to her being given the relief prayed for in the bill. Mrs. Burns alleges that while it is true that she signed the compromise agreement, she did so as the result of fraud and misrepresentation on the part of the defendant, and that therefore she is not bound by the signature.

If Judge Lindsay, before whom the case is being heard, shall decide that the plea in bar is good, that defeats Mrs. Burns, unless the Supreme Court decides otherwise. If, on the other hand, he holds that the plea in bar is not good, then the case will proceed on the original bill filed originally with Mrs. Carrie B. Riggs as complainant.

The attorneys on behalf of Mrs. Afong will close the argument this morning.

DIVORCE GRANTED.

Judge Lindsay yesterday granted a divorce to R. M. Duchalsky from Emily N. Duchalsky on the ground of adultery and desertion.

RIGHT OF DEPUTY ATTORNEYS TO APPEAR

Attorney-General Hemenway yesterday filed his brief in the Supreme Court in the case appealed from Hilo, where the question of the right of a deputy county attorney to appear in the circuit court to represent the Territory in criminal cases was raised. In this case the defendant was tried and convicted of practicing medicine without a license. But two exceptions were taken on his behalf during the trial and both raised the same question. One was an exception to a ruling of the court overruling a motion to require the Deputy County Attorney, Noa W. Aluli, to show his authority to appear for the Territory, and another was an exception to the verdict and sentence on the same ground.

Carl Smith represents the defendant.

COMPANY TO DISSOLVE.

The Rice Growers and Factors Company Limited has applied to the Treasurer for dissolution. The application is signed by T. F. Lansing, president, and A. T. Brock, secretary, and recites that the stockholders at a meeting called for that purpose decided to disincorporate.

Chas. Templeton Crocker is to drive his auto from New York to San Francisco.

CARTER CASE AND GRAND JURY

The Federal grand jury yesterday began an investigation of the episode at the Naval Station when Captain J. F. Carter is alleged to have assaulted F. B. Moore, a reporter for the Bulletin.

The witnesses examined were F. B. Moore, W. R. Farrington, and Captain Carter himself. A subpoena was issued for Sailor Riedel of the Iroquois. But he is on leave of absence visiting a relative on the other side of the island, and the grand jury decided that it did not need his testimony.

No report on the matter was made to the court, but it is understood that the grand jury, while regretting that the incident occurred will not find any indictment, and will ignore the matter in their report.

It is stated that it is probable that when the case against Captain Carter comes up in the police court next Friday, to which time it was continued yesterday morning, Captain Carter will waive objection to the jurisdiction of the court, and submit to its decision.

The grand jury yesterday adjourned until next Wednesday.

When the case against Captain Carter was called in the police court yesterday morning, M. F. Prosser, representing United States District Attorney Breckons, appeared for the defendant. By agreement the case went over until Friday.

CHIEF CONSTRUCTOR'S NAVAL MISSION HERE

Army and Navy Journal—Chief Constructor Capps, Chief of the Bureau of Construction and Repair, is under orders to accompany the battleship fleet on the first leg of its homeward cruise, and will join it at San Francisco July 7, the date for the sailing from the Pacific coast to Honolulu, leaving Washington about July 1. His destination is Honolulu, where he will inspect the site of the proposed naval station at Pearl Harbor and report on the location of the drydock and other buildings connected with the station. As soon as the fleet arrives at Honolulu the special board having charge of the inspection and report on the drydock and the naval station generally will meet, with Rear Admiral Seaton Schroeder sitting as president, and take up the whole question of location and plans. The Chief Constructor will make a special report to the Secretary of the Navy on the behavior of the various vessels of the fleet on the voyage from San Francisco to Honolulu, with special reference to the disputed matters of fact and opinion set forth in the so-called Robinson report as to armor, zone and other matters affecting the fighting efficiency of the battleships.

LARNACH ATTENDS COURT AT HILO

Deputy Attorney-General Larnach left yesterday for Hilo to attend the term of the Circuit Court there. Attorney-General Hemenway does not know how long he will remain, but it is probable the work there will keep him nearly two weeks.

The grand jury is called for Thursday and the petit jury for next Monday. It is known that there are several criminal cases already on the grand jury calendar, though as none of the papers have been sent here, little is known of them. One of them is a murder case, and two of them are burglary cases.

Larnach returned on Sunday from Kauai, where he represented the Attorney-General at the Kauai term of court.

French Catholics report a fall of hailstones bearing images of the Virgin Mary.

The conditions upon which lands for homesteads are to be sold hereafter, have been finally worked out by Governor Frear and Land Commissioner Pratt, in consultation with Attorney General Hemenway and Secretary Mott-Smith. The conditions are not altered in many respects from the old forms of agreements, but in the changes that have been made a large number of suggestions have been considered, and some of the changes are based on results and experience in public land dealings in the United States, of which information was given by Secretary Garfield when he was here.

TYPICAL LANDS.

"The form of agreement we have drafted," said Governor Frear, "will be the one used for what may be called typical lands, that is lands suitable for the raising of recognized crops, and upon which an industrious man may be expected to go and be successful. For other lands other conditions may be required. For instance, there are lands near Waianae upon which no ordinary crop can be raised, because there is no water on the lands nor sufficient rain, and the soil is principally sand. At the same time there is now a heavy growth of algaroba trees on the land and it may be that it will make good coconut land. For such other conditions than those we have now formulated must be framed. The agreement we have now framed is therefore for typical lands.

FOR BONA FIDE SETTLERS.

"The object of the conditions are to make it as easy as possible for a bona fide settler to secure land for settlement and cultivation, and as hard as possible for the mere speculator to get it. We have therefore lengthened the time that must elapse before a title can be secured. This will make it less and less tempting for the mere speculator, or the man who simply wants to get the land to sell to someone else. We have reduced the percentage of arable land that must be in cultivation in the early years to an amount that any bona fide settler would naturally be expected to bring under cultivation. Instead of requiring a house to cost a certain amount to be built on the land, during the first year he can live in any kind of a house he chooses, a grass house if he wants to, and devote more of his available resources to cultivating the land and to bringing it into a state where it will support the settler.

"Under the form of agreement that has been in use the settler must have fifteen per cent. of the arable land under cultivation at the end of the second year, and fifteen per cent. additional at the end of each subsequent year until the end of the sixth when he must have seventy-five per cent. of the arable land under cultivation. Under the new form ten per cent. only is required to be under cultivation at the end of the second year and fifty per cent. at the end of the sixth.

"Instead of three and a half years' residence during the first six years, five years' residence during the first ten years is required, thus giving the settler more leeway at the time he needs it most.

MODELED AFTER MAINLAND EXPERIENCE.

"These conditions are largely modeled after those imposed by the United States on the land within its reclamation projects, with which our land is analogous, rather than with the ordinary prairie land of the states. In these reclamation districts at first forty acres were given. But it was found that this was too much, that it could not be cultivated unless the settler was a man of capital who could hire large numbers of laborers; and that was something entirely out of the scope and purpose of the project. Intensive cultivation is required in these reclamation regions, and the area given to any one man was first cut down to twenty acres and then to ten.

AMOUNT TO BE GIVEN.

"The amount to be given under these special agreements will vary according to the land. The effort will be made to give enough so that a man can have full opportunity to exert his industry to the best advantage. Of pineapple land there will be twenty or perhaps twenty-five acres. But to give a man a hundred acres of pineapple land for instance is to give him something that he cannot utilize unless he is a man of capital and can employ a large number of laborers.

"For this reason, as well as for the reason that the available land of the Territory is circumscribed, the amount to be sold to any one person will be limited to a suitable amount for the purposes of home and settlement.

A LAND COMMISSION.

"In this agreement all the conditions have not been placed that we might

have thought were wise. We are limited by the law as to the scope of conditions we can place in the agreement. Other kinds of conditions which might aid in securing the purposes designed, must be left for the consideration of a land commission which it is planned to create, a commission of five, to consider all suggestions on the subject and to investigate the needs, and to report something concrete for presentation to Congress, without whose aid reforms and needed amendments in the law cannot be made."

THE NEW AGREEMENT.

The following is the new form of agreement as it has been formulated. Under it Land Commissioner Pratt is ready to open up lands for settlement at once in various parts of the Territory. Among these lands will be the pineapple lands in Kaneohe about which so much has been said of late, provided the lease of these lands is surrendered at this time.

Territory of Hawaii, Special Agreement No. (sale on time payment). This agreement, made this day of, 190...., by and between, Commissioner of Public Lands of the Territory of Hawaii, hereinafter called the Commissioner, and, County of, Territory of Hawaii, hereinafter called the Purchaser,

Witnesseth: That Whereas the Commissioner, with the consent of the Governor of Hawaii, has set apart for sale at public auction, under Part IV, Section 17, of Land Act 1895 (Section 276, Revised Laws of Hawaii), upon the terms and conditions hereinafter set forth, that certain land designated as Lot No., Government Survey Registered Map No., situated at, County of, Territory of Hawaii, more particularly described as follows:

And Whereas at such auction sale, previously advertised as required by law and held in, Territory of Hawaii, on the day of, 190...., said, being the highest qualified bidder, became the purchaser of said land for the sum of, dollars, and has this day paid to the Commissioner the sum of, dollars, being five (5) per cent. of said purchase price, as required by the conditions of said sale.

Now Therefore, the Commissioner, in consideration of the above payment, the receipt whereof is hereby acknowledged, and of the covenants and conditions hereinafter set forth to be observed and performed by the purchaser, hereby authorizes and empowers the purchaser to take immediate possession of said land and to occupy and use the same subject to the following covenants and conditions:

In addition to the five (5) per cent. paid as aforesaid, the purchaser shall pay to the Commissioner five (5) per cent. of the purchase price two (2) years after the date of sale, and five (5) per cent. of the purchase price at the end of each year thereafter until the entire purchase price shall have been paid; provided, however, that the purchaser may, if all covenants and conditions have been observed and performed up to that time, pay to the Commissioner on any pay date not less than ten (10) years after the date of sale any or all installments then remaining unpaid.

Unpaid installments of the purchase price shall bear interest at the rate of six (6) per cent. per annum from ten (10) years after the date of sale, payable annually by the purchaser to the Commissioner on said pay dates.

In addition to the above and as part of the consideration the purchaser shall pay all taxes, charges and assessments that may be levied or assessed on or in respect of said land or any interest therein;

The purchaser shall have under cultivation at least ten (10), twenty (20), thirty (30), forty (40) and fifty (50) per cent. of the arable area of said land, hereby agreed to be, acres, and shall have an average of at least five (5), ten (10), fifteen (15), twenty (20) and twenty-five (25) growing trees per acre upon the remainder of said land, hereby agreed to be, acres, two (2), three (3), four (4), five (5) and six (6) years respectively after the date of sale, and after said six (6) years shall maintain at least fifty (50) per cent. of said arable area under cultivation and an average of at least twenty-five (25) growing trees per acre on the remainder of said land until, is entitled to a patent for said land.

The purchaser shall maintain a home and reside upon said land at least five (5) years during the first ten (10) years after the date of sale, and no period of less than six (6) months of continuous residence said home shall be held to be part of said five (5) years.

The purchaser shall allow the Commissioner, his agents and representatives at all reasonable times to enter and examine said land and the improvements thereon;

The purchaser shall not, without the written consent of the Commissioner, indorse, alien, sell, assign, lease, mortgage or otherwise transfer or dispose of this agreement or any rights thereunder or said land or any part thereof or interest therein;

The times limited herein may be extended by the Commissioner with the approval of the Governor for good and sufficient reasons upon its appearing to their satisfaction that an effort has been made in good faith to observe and perform the covenants and conditions;

Ten (10) years after the date of sale or at any time thereafter, if all the covenants and conditions have been observed and performed.

(Continued on page seven.)